

**United States Bankruptcy Court
District of Maryland**

In re Hattie M Mitchell

Debtor(s)

Case No. 09-10566Chapter 13

SECOND AMENDED CHAPTER 13 PLAN

☐ Original Plan☒ Amended Plan☐ Modified Plan

The Debtor proposes the following Chapter 13 plan and makes the following declarations:

1. The future earnings of the Debtor are submitted to the supervision and control of the Trustee, and Debtor will pay as follows (select only one):
 - a. \$_____ per month for a term of _____ months. OR
 - b. \$_____ per month for _____ month(s),
\$_____ per month for _____ month(s),
\$_____ per month for _____ month(s), for a total term of 60 months. OR
 - c. \$300.00 per month prior to confirmation of this plan, and \$1210.00 per month after confirmation of this plan, for a total term of 60 months (if this option is selected, complete 2.e.i.).
2. From the payments received, the Trustee will make the disbursements in the order described below:
 - a. Allowed unsecured claims for domestic support obligations and trustee commissions.
 - b. Administrative claims under 11 U.S.C. § 507(a)(2), including attorney's fee balance of \$2000.00

**** Attorney's fee balance to be disbursed pursuant to Appendix F to the Local Bankruptcy Rules**
(unless allowed for a different amount by an order of court).

 - c. Claims payable under 11 U.S.C. § 1326(b)(3). Specify the monthly payment: \$ 0.00.
 - d. Other priority claims defined by 11 U.S.C. § 507(a)(3) - (10). The Debtor anticipates the following claims:

Claimant
-NONE-

Amount of Claim

- e. Concurrent with payments on non-administrative priority claims, the Trustee will pay secured creditors as follows:
 - i. Until the plan is confirmed, adequate protection payments and/or personal property lease payments on the following claims will be paid directly by the Debtor; and, after confirmation of the plan, the claims will be treated as specified in 2.e.ii or 2.e.iii, below (designate the amount of the monthly payment to be made by the Debtor prior to confirmation, and provide the redacted account number (last 4 digits only), if any, used by the claimant to identify the claim):

Claimant

PNC Bank

HSBC Auto Finance

Redacted Acct. No.

****6373

****9564

Monthly Payment

834.14

638.00

- ii. Pre-petition arrears on the following claims will be paid through equal monthly amounts under the plan while the Debtor maintains post-petition payments directly (designate the amount of anticipated arrears, and the amount of monthly payment for arrears to be made under the plan):

Claimant

GMAC Mortgage

Anticipated Arrears

13,029.96

Monthly Payment

No. of Mos.

| <u>Claimant</u> | <u>Anticipated Arrears</u> | <u>Monthly Payment</u> | <u>No. of Mos.</u> |
|---|----------------------------|------------------------|--------------------|
| GMAC Mortgage | 3,364.00 | | |
| GMAC Mortgage (post-petition arrears through May 2009) | 3,077.99 | | |

- iii. The following secured claims will be paid in full, as allowed, at the designated interest rates through equal monthly amounts under the plan:

| <u>Claimant</u> | <u>Amount</u> | <u>% Rate</u> | <u>Monthly Payment</u> | <u>No. of Mos.</u> |
|------------------------------------|------------------|---------------|------------------------|--------------------|
| HSBC Auto Finance | 14,350.00 | 7.00% | 356.00 | 48 |
| PNC Bank | 12,525.00 | 7.00% | 310.00 | 48 |
| Trenton Property Management | 1,200.00 | 7.00% | 30.00 | 48 |
| Sterling Inc | 1,695.21 | 7.00% | 42.00 | 48 |

- iv. The following secured claims will be satisfied through surrender of the collateral securing the claims (describe the collateral); any allowed claims for deficiencies will be paid pro rata with general unsecured creditors; upon confirmation of the plan, the automatic stay is lifted, if not modified earlier, as to the collateral of the listed creditors:

| <u>Claimant</u> | <u>Amount of Claim</u> | <u>Description of Collateral</u> |
|-----------------|------------------------|----------------------------------|
| -NONE- | | |

- v. The following secured claims are not affected by this plan and will be paid outside of the plan directly by the Debtor:

Claimant
-NONE-

- vi. If any secured claim not described in the previous paragraphs is filed and not disallowed, that claim shall be paid or otherwise dealt with outside the plan directly by the Debtor, and it will not be discharged upon completion of the plan.
- vii. In the event that the trustee is holding funds in excess of those needed to make the payments specified in the Plan for any month, the trustee may pay secured claims listed in paragraphs 2.e.ii and 2.e.iii in amounts larger than those specified in such paragraphs.

- f. After payment of priority and secured claims, the balance of funds will be paid pro rata on allowed general, unsecured claims. (If there is more than one class of unsecured claims, describe each class.)

3. The amount of each claim to be paid under the plan will be established by the creditor's proof of claim or superseding Court order. The Debtor anticipates filing the following motion(s) to value a claim or avoid a lien. (Indicate the asserted value of the secured claim for any motion to value collateral.):

| <u>Claimant</u> | <u>Amount of Claim</u> | <u>Description of Property</u> |
|-----------------|------------------------|--------------------------------|
| -NONE- | | |

4. Payments made by the Chapter 13 trustee on account of arrearages on pre-petition secured claims may be applied only to the portion of the claim pertaining to pre-petition arrears, so that upon completion of all payments due under the Plan, the loan will be deemed current through the date of the filing of this case. For the purposes of the imposition of default interest and post-petition charges, the loan shall be deemed current as of the filing of this case.
5. Secured Creditors who are holding claims subject to cramdown will retain their liens until the earlier of the payment of the underlying debt determined under nonbankruptcy law, or discharge under § 1328; and if the case is dismissed or converted without completion of the plan, the lien shall also be retained by such holders to the extent recognized under applicable nonbankruptcy law.

6. The following executory contracts and/or unexpired leases are assumed (or rejected, so indicate); any unexpired lease with respect to personal property that has not previously been assumed during the case, and is not assumed in the plan, is deemed rejected and the stay of §§ 362 and/or 1301 is automatically terminated:

| <u>Other Party</u> | <u>Description of Contract or Lease</u> | <u>Assumed or Rejected</u> |
|--------------------|---|----------------------------|
| -NONE- | | |

7. Title to the Debtor's property shall revert in the Debtor when the Debtor is granted a discharge pursuant to 11 U.S.C. § 1328, or upon dismissal of the case, or upon closing of the case.
8. Non-Standard Provisions:

Date June 1, 2009

Signature /s/ Hattie M Mitchell
Hattie M Mitchell
 Debtor

Attorney /s/ Jeffrey M. Sirody
Jeffrey M. Sirody 11715

**United States Bankruptcy Court
District of Maryland**

In re **Hattie M Mitchell**

Debtor(s)

Case No. **09-10566**

Chapter **13**

CERTIFICATE OF SERVICE

I hereby certify that on **June 1, 2009**, a copy of **Second Amended Chapter 13 Plan** was served electronically or by regular United States mail to all interested parties, the Trustee and all creditors listed on the attached creditor mailing matrix.

/s/ Jeffrey M. Sirody

**Jeffrey M. Sirody 11715
Sirody Freiman & Feldman
1777 Reisterstown Road
Suite 360 E
Baltimore, MD 21208
410-415-0445 Fax: 410-415-0744
afreiman@sfflegal.com**

Upper Chesapeake Medical Center
PO Box 630489
Baltimore, MD 21263-0489

Wells Fargo
5 Bel Air S Pkwy 1577
Bel Air, MD 21015-6094

Wells Fargo Bank NA
4137 121st Street
Urbandale IA 50323-2310

Wells Fargo Financial Maryland Inc
4137 121st Street
Urbandale IA 50323-2310

The following recipients may be/have been bypassed for notice due to an undeliverable (u) or duplicate (d) address.

(u)Upper Chesapeake Anesthesia

| | |
|---------------------|----|
| End of Label Matrix | |
| Mailable recipients | 33 |
| Bypassed recipients | 1 |
| Total | 34 |

Label Matrix for local noticing
0416-1
Case 09-10566
District of Maryland
Baltimore
Mon Jun 1 14:59:35 EDT 2009

Ashworth College
PO Box 926250
Norcross, GA 30010-6250

GMAC Mortgage, LLC as servier for US Bank Na
3451 Hammond Avenue
Waterloo, IA 50702-5300

HSBC Auto Finance
POB 60130
City of Industry, CA 91716-0130

Homcoming Financial
PO Box 205
Waterloo, IA 50704-0205

Midnight Velvet
1112 7th Avenue
Monroe, WI 53566-1364

PNC Bank
2730 Liberty Avenue
Pittsburgh, PA 15222-4747

Sallie Mae, Inc. on behalf of
United Student Aid Funds, Inc.
Attn: Bankruptcy Litigation Unit E3149
P. O. Box 9430
Wilkes-Barre, PA 18773-9430

State of Maryland DLLR
Division of Unemployment Insurance
1100 N. Eutaw Street, Room 401
Baltimore, MD 21201-2201

The Swiss Colony
PO Box 740933
Dallas, TX 75374-0933

Ashro
PO Box 5951
Madison, WI 53705

Comptroller of the Treasury
Compliance Division, Room 409
301 W. Preston Street
Baltimore, MD 21201-2305

Ginny's
P.O. Box 740933
Dallas, TX 75374-0933

HSBC Auto Finance
PO Box 17548
Baltimore, MD 21297-1548

Kay Jewelers
Po Box 740425
Cincinnati, OH 45274-0425

Midnight Velvet
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas,Tx 75374-0933

PNC Bank
P.O. Box 747032
Pittsburgh, PA 15274-7032

Seventh Avenue
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas,Tx 75374-0933

Sterling Inc dba Kay Jewelers
c/o Weltman Weinberg & Reis Co LPA
323 W Lakeside Ave 2nd Fl Cleveland OH
44113-1009

Trenton Property
Home Owner's Association)
P.O. Box 767
Bel Air, MD 21014-0767

Ashro Lifestyle
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas,Tx 75374-0933

Country Door
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas,Tx 75374-0933

Ginny's
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas,Tx 75374-0933

Harford County, Maryland
Department of Law
220 South Main Street
Bel Air, MD 21014-3820

McMullen & Drury, P.A.
1504 E. Joppa Road
Towson, MD 21286-5911

Northern Chesapeake Anesthesia
Select Financial
PO Box 1070
Jenkintown, PA 19046-7370

Sallie Mae
PO Box 9500
Wilkes Barre, PA 18773-9500

Seveth Avenue
1112 7th Avenue
Monroe, WI 53566-1364

The Swiss Colony
c/o Creditors Bankruptcy Service
P O Box 740933
Dallas,Tx 75374-0933

Upper Chesapeake Emergency
P.O. Box 62018
Baltimore, MD 21264-2018